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Ossining, Village Of And Ossining
Village Pba

OSSINING VILLAGE

PBA

1587 VI
333PO POK



1996 - 1998

CONTRACT

NY'S PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

MAR 16 1998

CONCILIATION

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AGREEMENT

1/1/96-12/31/98

Agreement made this day of , 1996 by and between the Village of Ossining Policemen's Benevolent Association, Inc., hereinafter called the "Association," and the Village of Ossining, State of New York, hereinafter called the "Village"

Whereas, the members of the Police Department of the Village of Ossining are employed by the Village as officers and patrolmen of the Police Department of the Village; and

Whereas, the parties hereto desire to cooperate to stabilize labor relations by establishing general standards of wages, hours of service and other conditions of employment, and providing arbitrable machinery whereby disputes and grievances without resort to strikes, lockouts, and other interference's with the continued and smooth operation of the Police Department of the Village.

Now, therefore, the parties hereto agree as follows:

ARTICLE I

GOVERNING LAW

The law governing this contract shall be the Public Employee Fair Employment Act, and such provisions of the Civil Service Law and the local law and local regulations of the Village of Ossining, State of New York, which are not inconsistent with the said act and the Civil Service Law.

ARTICLE II

RECOGNITION

Section 1: The Village recognizes the Association as the sole and exclusive representative for members of the Village of Ossining Police Department, excluding the Chief of Police.

Section 2: The Village shall deduct from the wages of the police officers, and remit to the Association, regular membership dues for those members of the Association who has signed authorizations permitting such payroll deductions and such insurance premiums as elected by the police officers.

Section 3: The Village agrees that the Association shall be the sole and exclusive representative for all bargaining and grievances.

Section 4: The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

Section 5: The Village agrees to deduct an agency fee from all non-members. The Union agrees to establish all processes and procedures that are required by State Law.

Section 6: The Association shall indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Village for the purpose of complying with any of the provisions of this article.

Section 7: The Association shall supply the Village with a list of names of non-members at least (15) days prior to the deduction of any Agency Fee.

Section 8: The P.B.A. shall notify the employer annually of the amount of annual dues.

ARTICLE III

RECIPROCAL RIGHTS

Section 1: The Association recognizes the right of the Village to manage but not to conflict with the terms and conditions of this contract; and the Village recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The Village and the Association shall each so administer its responsibilities as to be impartial and fair to all employees and shall not discriminate by reason of nationality, creed or race.

Section 2: The Village recognizes the right of the Association to designate representatives of the Police to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract with the established existing approved rules and regulations and procedures of the Village.

Section 3: The Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Village.

The officers and/or age of the Association shall have right to visit the Village's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract by first conferring with the Chief of Police and then with the Village Manager and the Village Board in executive session, if necessary.

Section 4: Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill those obligations which have, as their aim, the maintenance of a harmonious and cooperative relationship between the employer and the police officers and the uninterrupted operation of the Police Department of the Village.

Section 5: Employees who are designated to represent the OPBA shall have the right to attend statewide conventions and meetings of the statewide police organization of which the OPBA is a member, pursuant to their obligations as officers or delegates, and the monthly county wide meetings of the Affiliation of Police Association, Inc. and shall be permitted a reasonable amount of time free from their regular duties to exercise this right.

It is understood that not more than two (2) employees will be permitted to attend the state convention and not more than one (1) employee will be permitted to attend monthly meetings of the state organization and/or the Affiliation of Police Association, Inc.

Section 6: The Village, through its Chief of Police, will make all reasonable efforts to arrange the duty schedule so that designee may attend various functions and meetings.

Section 7: The President of the Association will not be denied the opportunity to address the Board of Trustees in closed executive meetings on matters pertaining to the contract or Association activities. The subject matter to be discussed must be announced to the Board prior to the meeting either directly or through the Chief of Police.

Section 8: Whenever a Police Officer in the State of New York is killed in the line of duty, one (1) member of the Board of Officers of the Association shall be excused from one (1) tour of duty to attend the slain officer's funeral. The member so selected shall be provided with a marked departmental car, if available, to attend such funeral. If a marked car is not available, an unmarked car will be provided.

Section 9: The employer shall provide a police vehicle for the purpose of transporting the spouse or next of kin of any police officer injured in the line of duty and requiring hospitalization and shall transport said spouse or next of kin to and from the hospital on that day or days as reasonably necessary on an emergency basis.

ARTICLE IV

WAGES

Section 1: The following wage schedule shall be in effect for employees, effective on the dates indicated.

	1/1/96	1/1/97	1/1/98
1st Year P.O.	\$27,259	\$28,295	\$29,370
2nd Year P.O.	\$36,007	\$37,375	\$38,796
3rd Year P.O.	\$44,231	\$45,912	\$47,657
4th Year P.O.	\$52,456	\$54,449	\$56,519

	1/1/96	1/1/97	1/1/98
Det. P.O.	\$57,702	\$59,894	\$62,171
Sergeant	\$60,324	\$62,616	\$64,997
Det. Sergeant	\$64,951	\$67,421	\$69,983
Lieutenant	\$66,960	\$69,506	\$72,147

Section 2: All officers hired on or after January 01, 1997 shall move up in rank on their anniversary date of hire.

Section 3: It is understood and agreed that the actual salaries to be paid are set forth in Section 1 of this Article. These figures are based on the following percent differentials, such percentage differentials having been rounded out to the nearest full percent.

Det. Ptrlmn:	10% more than 4th year Police Officer.
Sergeant:	15% more than 4th year Police Officer.
Lieutenant:	11 % more than Sergeant.
Det.Sergeant	3 % less than Lieutenant.

Section 4: K-9 Pay - It is understood and agreed that payment of Two Thousand Five Hundred dollars (\$2,500) per year in additional salary shall be paid to the K-9 officer for time spent on K-9 care. Said payment shall be made in one lump sum with all payroll deductions taken. Such payments shall satisfy the Village's obligations under the FLSA.

ARTICLE V

WORK DAY - WORK WEEK

The work hours shall be as heretofore. All uniform members of the association shall work 232 days per year plus 10 payback days totaling 242 days per year. Formula used to calculate overtime pay will be based on a 260 day work year.

ARTICLE VI

PREMIUM TIME

Section 1: All employees of the Department covered by this contract are entitled to overtime cash payment or, at the employee's option, compensatory time for all time or any portion of overtime worked (e.g. extra duty of any kind, court, official hearings) wherein an employee is obligated to work or remain on duty in excess of his/her regular working day during a continuous twenty-four (24) hour period. Such overtime shall be calculated at the rate of one and one half (1-1/2) times the time worked, except as set forth in Sections 3 and 4 of this Article.

Section 2: Employees who elect to receive compensatory time in lieu of cash payment for overtime worked may, at the employee's option, elect to receive cash payment for all or any portion of accumulated compensatory time in the months of March, June and September of each year. In the event that an employee has, in December of any year, accumulated compensatory time, the Village shall pay the employee in cash for such accumulated compensatory time prior to December 31st of that year. Said payments shall be at the rate in effect for the employee on the date the overtime was earned.

Section 3: Employees of the Police Department will not be compensated for stand-by time unless summoned to Headquarters.

The employer guarantees a three (3) hour minimum "call-in" to be compensated at the rate of one and one half (1-1/2) times the employee's regular hourly rate of pay for an employee who is summoned to and arrives at Headquarters.

Section 4: All members of the Department who are called in for court appearance will be guaranteed three (3) hour minimum pay at one and one half (1-1/2) times the employee's regular hourly rate of pay. Should their court appearance extend over three (3) hours, they will be paid overtime rates for the entire "court appearance time."

ARTICLE VII
SHIFT DIFFERENTIAL
DELETED AS OF 1/1/96

ARTICLE VIII
VACATIONS

Section 1: All employees of the Police Department covered by this contract shall be allowed vacation workday leave with pay.

Section 2: Yearly vacations time will be advanced on January 1. Paid annual leave will be granted in accordance with the following schedule:

First year employees shall earn four (4) vacation days at the end of six months of service. First year employees shall earn an additional six (6) vacation days after 10 months of service. All ten (10) days shall be used prior to the start of an employees second year of service unless prior written approval is obtained from the Chief of Police to carry over any unused days.

During the second (2nd), third (3rd), and fourth (4th) years of employment, an employee of the Police Department will earn ten (10) working days at a rate of 1 day per month for the first 10 months.

During the fifth (5th) year through the ninth (9th) year, fifteen (15) working days per calendar year will be earned at a rate of 1.5 days per month for the first 10 months.

During the tenth (10th) year through the fifteenth (15th) year, twenty (20) working days per calendar year will be earned at a rate of 2 days per month for first 10 months.

After the fifteenth (15) year, and every year after that, twenty five (25) working days per calendar will be earned at a rate of 2.5 days per month for the first 10 months.

Section 3: Vacation wages shall be paid in advance of vacation periods provided the employee submits a written request to the Chief of Police at least three (3) weeks prior to the payroll date.

Section 4: No more than ten (10) days can be carried over to the next calendar year. Excluded from this provision are vacation days accrued during medical leave.

ARTICLE IX

HOLIDAYS

Section 1: There shall be twelve (12) paid full holidays and two (2) paid half-holidays, whether worked or not, payable on the first payroll period of December of each year of the contract.

Section 2: Some or all of the holidays, at the option of the employees, subject to the needs of the Department, may be added to paid vacation time.

Section 3: The paid full holidays are as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
July 4th
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 4: The paid half-holidays are as follows:

Christmas Eve
New Years Eve

Section 5: Employees required to work on Thanksgiving Day, Christmas Day, New Year's Day or Labor Day shall be paid double time, plus the holiday above mentioned, for working that day. Employees who work overtime on these days shall be compensated for such overtime worked at three (3) times their normal rate of pay. Employees required to work all other holidays shall be paid a regular day's pay for working the holiday, plus the holiday above mentioned.

Section 6: Each member of the Department must declare, before the budget request is submitted by the Chief for the following fiscal year, whether he/she wishes to take time off or pay or any combination thereof for these holidays.

ARTICLE X

PERSONAL DAYS, BEREAVEMENT LEAVE, SICK LEAVE & MATERNITY LEAVE

Section 1: Employees shall be entitled to Personal Leave days on an as needed basis, subject to the approval of the Chief of Police, such approval shall not be unreasonably withheld.

Section 2: Personal leave days are intended for use to:

A) Attend to personal and family business and matters which are scheduled during the employee's normally scheduled work period.

B) As bereavement leave in the event of the death of the employee's spouse, children, mother and father, and his/her spouse's mother and father, for no more than three (3) days. In the instance of the grandparents, brothers, sisters of both employee and spouse, nor more than two (2) days; for aunts and uncles, only the day of the funeral.

C) Employees shall be entitled to Three (3) E-Leave Days per year. These days may not be denied by the Chief of Police or his designee if they are submitted at least 48 hrs prior to the date requested. E-Leave Days can not be carried into the next calendar year. E-Leave Days are to be used only at the discretion of the member in question. The Chief of Police may not compel an employee to utilize an E-Leave Day in lieu of a personal day. An employee shall not be prejudiced by his use of E-Leave Day during a calendar when requesting personal days off.

Section 3: Paid injury or sick leave will be advanced to the members of the Police Department on an as needed basis.

The Chief may require a doctor's certificate whenever he has reason to believe that sick time is being abused.

Section 4: An employee shall receive, as an incentive, additional days pay per schedule below in addition to his/her regular salary if said employee has not used any more than three sick days. Sick incentive pay shall cover a one year period from January 1 through December 31.

SICK DAYS

0
1
2
3
4 or more

INCENTIVE

4 days pay
3
2
1
0 incentive

ARTICLE XI

TRANSFER CREDITS

Section 1: Credit for time spent elsewhere in Police or Fire service shall be transferred and credited with the Village for retirement benefits.

Section 2: Effective January 1, 1982, members with prior police service anywhere in New York State shall receive credit for such prior police time in computing benefits due under this agreement, unless there is a break in police service of more than one (1) year when transferring into the Village.

ARTICLE XII

CLOTHING ALLOWANCE

Section 1: Effective January 1, 1997 all newly appointed police officers will be given a complete set of uniforms prescribed by the Chief of Police. Thereafter, uniformed members shall be reimbursed up to \$550.00 per year to purchase uniforms. The uniforms may be purchased from any supplier, however all uniforms must meet the standard as described in the attached. Officers shall submit a detailed bill from the vendor to the Village and the Village will pay the bill. Non uniform officers must receive approval from Chief for the purchase of any uniform item.

The supplying of uniforms is being changed on a trial basis for the calendar years 1997 and 1998. Prior to the 1999 budget preparations, the Village and the PBA will discuss how this has worked and if need be make modifications to this method.

Section 2: In addition to clothing allowance, each member of the Department will be allowed a maximum of four hundred dollars (\$400.00) per year for the dry cleaning and pressing of uniforms. Effective January 1, 1995 the maximum for dry cleaning and pressing of uniforms shall increase to five hundred fifty dollars (\$550.00).

Section 3: (a) Each plainclothes officer (including Detectives) shall be allowed a maximum of nine hundred dollars (\$900.00) per annum for the purpose of purchasing clothing to be used in the performance of his/her duties.

(b) Only those assigned to plain clothes duty for more than six consecutive months shall receive a plainclothes allowance of nine hundred dollars (\$900.00), which is to be pro-rated for the time actually so assigned between six (6) months and a full year.

Section 4: Suitable clothing will be provided to employees designated to perform special assignments (e.g. K-9 Handlers or Firearms Instructors). Such clothing will remain the property of the Village. Such clothing is to be determined by the Chief of Police.

Section 5: The Village shall annually supply each member of the bargaining unit with one (1) pair of duty shoes, the cost of which shall not exceed seventy-five dollars (\$75.00).

Section 6: An employee who leaves Village employ before reaching Grade I status or with less than three (3) years of service must reimburse the Village the cost of non-reusable uniform costs.

ARTICLE XIII

WELFARE BENEFITS

Section 1: The Association agrees that the Village may switch health insurance carriers for all members of the bargaining unit and retired members. The Village shall engage a third party administrator to process Health Benefit Claims on a self-insured basis and provide at least the same coverage as the New York State C.O.R.E., Plus Enhancements Health Insurance in effect on December 31, 1989.

(A) The Village may, however, change health insurance carriers provided that such carrier shall provide employees and their eligible dependents with at least the coverage as defined in the Article.

(B) Effective April 1, 1997 modification the current Village of Ossining Health Plan to reflect using out of network providers shall have the following deductible:

Out of Network Deductible: \$175.00 individual
\$175.00 spouse
\$175.00 all children

Employee's using a network provider shall be subject to the following co-payments:

\$10 per service, maximum 4 per office visit

Prescription Drug co-payments shall be as follows:

\$8 copay for brand name drug
\$4 copay for generic brand drug
\$8 copay for mail order prescriptions

Section 1C: Wellness Program : Effective April 1, 1997 Police Officers under the age of 50 are eligible for a physical examinations every two years. Maximum benefit \$125. Major medical co-payment does not apply. Copy of any physicians report will be given to the chief. If physical problems exist, the officer must work with the physician and chief to correct the problem or face disciplinary action.

Section 2. (a) The full cost of such coverage shall be borne by the employer.

New department employees shall contribute to Family Coverage as shown in the table below:

First year	\$40 per month
Second year	\$50 per month
Third year	\$80 per month

After reaching the rank of First Grade Patrolman, the employee's family coverage shall be fully paid by the Village.

(b) If a spouse of a member of the unit opts out of health insurance coverage provided by his/her employer in exchange for a dollar payment or opts out of health insurance coverage provided by his/her employer, such spouse shall not be eligible for health insurance coverage provided by the Village.

Section 3: With respect to employees hired on or before July 6, 1982, the Village shall assume 100% of the cost of health insurance benefits for the member and his/her family after retirement.

Section 4: With respect to employees hired after July 6, 1982, the Village shall assume fifty percent (50%) of the cost of health insurance benefits for the member and his/her family after the member's retirement, and the retiree shall contribute the remaining fifty percent (50%). Upon the attainment of age sixty-two (62) by the retiree, the Village shall cover one hundred percent (100%) of the cost of the health insurance benefits. In order to be eligible for this coverage at age sixty-two (62), the retiree must maintain full coverage between the time of his/her retirement and age sixty-two (62).

Section 5: The same post-retirement health insurance benefits shall be provided through the Village's health insurance carrier as are provided active members.

Section 6: Members may elect not to be covered by the Village's health insurance plan. In the event that a member elects not to be covered by the Village's health insurance plan, such employee shall be entitled to a lump sum payment, on December 1st of each year, equal to 33.3 of the annual premiums which the Village would have been required to pay for individual or family coverage, as the case may be. Such payment shall be prorated for periods of less than one (1) year. A member who elects not to be covered by the Village's health insurance shall, upon written notice to the Village Manager, be reinstated to the Village's health insurance plan the following, January 1st if notification is made by the member to the Village Manager in the prior November for the Village of Ossining Plan, and on July 1st if the member notifies the Village Manager in the month of June if the member chooses to be reinstated in the Kaiser Plan.

Section 7: A) The Village shall pay the full cost of a superior dental plan for all members of the bargaining unit and their eligible dependents except that all employees covered by this agreement will assume 10% of any increase in dental insurance premiums.

B) The Association and the Village agree to investigate other methods of providing dental coverage including other carriers and/or self-insurance.

Section 8: The Village shall pay the full cost of twenty five thousand dollars (\$25,000) life insurance on each member. The premium cost of said life insurance shall be paid by the Village to the Association at the rate of one twelfth (1/12) of the annual premium per month.

ARTICLE XIV

RETIREMENT BENEFITS

Section 1: The Village shall continue the following retirement benefits as described in the New York State Retirement Social Security on a non-contributory basis:

Section 360-b:	Guaranteed Ordinary Death Benefit
Section 384-d:	20 Year Half Pay Retirement Plan
Section 302-9d:	Final Year Average
Section 341-k:	Credit for World War II Service

Section 2: The Village shall continue to credit employees for retirement service time in other retirement plans of the State of New York or any political subdivision in the State of New York.

ARTICLE XV

SCHOOLING

Section 1: (a) The Village shall pay the cost of tuition, books, and transportation allowance for successfully completed police science related courses as approved by the Board of Trustees. The transportation allowance shall be paid for mileage between the Municipal Building located at 16 Croton Avenue, Ossining, New York and school, but shall not exceed one hundred dollars (\$100) per semester, per eligible employee for transportation allowance per eligible member.

(b) All officers hired prior to January 1, 1975 shall continue to be reimbursed as before.

(c) Officers hired on or after January 1, 1975 shall be limited to a yearly maximum of Fifteen Hundred Dollars (\$1500). Courses subject to reimbursement shall be for Police Science, Criminal Justice or required courses in the foregoing two (2) degrees and Police Related Courses, the latter to be approved by the Village Trustees.

Section 2: The Village shall allow ten dollars (\$10) per year per credit point to a maximum of fifty (50) credits for courses in police science or administration approved by the Board of Trustees and taken after January 1, 1971, in addition to salaries specified in this agreement. This paragraph shall apply to all members of the association in the employ of the Village on January 1, 1975.

Section 3: The approval referred to in Sections 1 and 2 of this Article shall be applied by the Board of Trustees in a fair and non-discriminatory manner. Further, it is the intent of the parties that said approval be applied equally among all ranks and grades.

ARTICLE XVI

LONGEVITY

Section 1: The Village will make longevity payments as follows:

After completion of five (5) years of service	\$400.00
After completion of ten (10) years of service	\$700.00
After completion of fifteen (15) years of service	\$1,000.00

Section 2: All longevity payments shall be made in the month of November in a lump sum payment.

Section 3: "Years of service" for the purpose of this Article shall be defined as total years of service as a Police Officer in the State of New York.

ARTICLE XVII

INDEMNIFICATION

The Village shall indemnify and save harmless any member of the Department from and against any and all liability arising from injury to person or property occasioned wholly or in part by an act or omission of a member of the Department, including any and all expense, legal or otherwise, incurred by the Department in the defense of any claim or suit arising out of the performance of duty on behalf of the Village, provided the payment of same is not unlawful.

ARTICLE XVIII

SAFETY OF EQUIPMENT

Section 1: The Village shall maintain its facilities and equipment in a safe manner so as not to endanger the health or safety of the employees.

Section 2: No police officer shall be ordered to operate a mechanically defective vehicle if it is determined by a mechanic or superior officer that such defect may cause harm or injury to the operator or the passengers.

ARTICLE XIX

PREVIOUS PRACTICE CLAUSE

The Village shall maintain all existing benefits and conditions not received in this contract but otherwise covered by ordinance or regulation for the life of this Contract.

ARTICLE XX

WORKING CONDITIONS AND SAFETY COMMITTEE

Section 1: The Village shall notify the Association at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of the emergency or major disaster over which the Village has no control.

Section 2: All cruisers bought in the future will contain the "police package" and will be equipped with air-conditioning, electric sirens and all other equipment previously furnished to cruisers.

Section 3: Each cruiser and foot patrolman shall be equipped with a portable radio, subject to a availability.

Section 4: The Association shall form a Safety Committee composed of members of the Association. The Committee shall report to the Chief of Police unsafe working conditions.

ARTICLE XXI

TRAINING

The Village will reimburse members of the Police Department on a straight time basis for attendance at authorized training sessions or programs.

ARTICLE XXII

JOB DESCRIPTION

Section 1: (a) Any member of the Department covered by this Contract assigned to perform duties of a higher classification, except that of acting Police Chief, for more than five (5)-consecutive days, will be paid the rate of pay of the higher classification retroactively to the first day of such assignment.

(b) With regard to the Chief of Police: (1) A replacement for up to ten (10) consecutive working days, should receive the Chief's rate, but not less than what the officer is presently paid including customary overtime; (2) Long term replacement, i.e. or more than ten (10) consecutive working days, should get Chief's rate without any overtime; (3) Permanent replacement will negotiate his/her own salary and benefits.

Section 2: The Chief of Police will be permitted to assign unit members as Detective Trainee at no additional compensation for a period not to exceed sixty (60) working days. No unit member may be assigned such duty more than once per year.

ARTICLE XXIII

PAY PERIODS

Section 1: Members of the Department will receive their bi-weekly checks on Thursday at 3:00 p.m.

Section 2; Members of the Department will receive separate checks then paid for holidays, overtime, longevity or when entitled to incentive pay, provided said payments are in excess of one hundred dollars (\$100).

ARTICLE XXIV

DAMAGE TO PERSONAL PROPERTY

Upon review and approval of the Chief of Police, the Village shall replace any damaged clothing and/or personal property of a member of the Department up to a maximum of one hundred dollars (\$100) per incident per member provided: a) such damage was sustained in the course of duty; and b) the member receives no other reimbursement for the damaged item from any source whatsoever, including, but not limited to, any personal insurance policy of the member. The maximum provided shall not be applicable to damage to or destruction of Detective clothing.

ARTICLE XXV

SOLICITATION OF FUNDS

The Association shall be permitted to solicit funds for the benefit of the members of the Village Policemen's Benevolent Association, Inc. within the limits of the Village, such solicitation to be accomplished within the following restraints: a) except as is set forth in sub-paragraph b, solicitation shall be limited to an annual mailing to be made under the letterhead of the Village of Ossining Policemen's Benevolent Association, Inc., the contents of the letter to be subject to the prior approval of the Village Manager for each separate event; and, b) the Association shall be permitted to raise funds by sponsoring shows and ball games after first obtaining the permission of the Board of Trustees for each separate event. Should such permission be denied, the Board of Trustees shall state the reasons in writing and may make them public.

ARTICLE XXVI

OFF-DUTY POLICE ACTION

Any lawful police action undertaken by a member of the Ossining Police Department while not on duty and while in the State of New York, which action would have been taken by him/her if he/she had been on duty, shall be presumed to have been made in the course of his/her employment and the member shall have available to him/her all the rights and benefits concerning such actions if he/she were on active duty.

ARTICLE XXVII

FUNERAL EXPENSES

The Village shall pay a maximum, of five thousand dollars (\$5,000.00) toward the cost of the funeral of a member who is killed in the line of police duties.

ARTICLE XXVIII

REPRESENTATION BY COUNSEL

In the event any civil action or criminal proceeding, other than a charge of Bribe Receiving by a Public Servant in violation of Section 200.10 or 100.12 of the Penal Law, or Grand Larceny by Means of Extortion in violation of Section 155.40 of the Penal Law, is instituted against a member of the Ossining Police Department for Acts performed in the course of police duties, the Village shall provide an attorney for the member to represent him/her in such action or proceeding at no cost to the member of the Association. A member shall have the right to retain private counsel of his/her own choice should he/she so desire. In the event the member retains private counsel, the obligation of the Village hereunder shall cease.

ARTICLE XXIX

PAYROLL SAVINGS PLAN

Employees may elect to have deducted from their bi-weekly paycheck a specific amount of money to be deposited in the employee's name in one (1) of three (3) designated savings institutions, one (1) of which shall be the Federation Credit Union. Employees shall be responsible for filling out all forms required by the savings institution and be allowed to increase or decrease the amount to be deducted from payroll only once during the Village's fiscal year.

ARTICLE XXX

SUSPENSION WITHOUT BENEFITS

No member of the Department shall be suspended without benefits prior to a hearing and determination by the Village Board.

ARTICLE XXXI

RESIDENCY

All employees shall be allowed to maintain their primary residence anywhere within a twenty (20) mile radius of the Village of Ossining.

ARTICLE XXXII

SEPARABILITY

Should any part hereof or any provisions contained herein be rendered or declared an illegal or unfair labor practice by reason of existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared to be illegal or unfair labor practices. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXXIII

LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN TO PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATIONS BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXXIV

DISPUTES

Any dispute concerning the interpretation or application of the terms of this Contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure:

A) Such dispute by a police officer(s) shall be presented to his/her Association representatives within thirty (30) days of the incident that gives rise to the grievance.

B) In the event such dispute is not resolved within ten working days from such presentation, it may then be presented by the Association to the immediate supervisor of the police officer(s).

C) In the event that such dispute is not then satisfactorily resolved or adjusted at the preceding step of the procedure, then the Association may present the same to the Village Board of Trustees or its designee for settlement within twenty (20) working days.

D) In the event that such dispute is not then disposed of within thirty (30) days, it may be referred by either party to the American Arbitration Association (AAA) for arbitration under its procedures.

ARTICLE XXXV

DRUG AND ALCOHOL TESTING

The parties agree to the Drug and Alcohol Testing Policy attached hereto as Appendix "A".

ARTICLE XXXVI

TERMS OF AGREEMENT

This agreement shall be for a period of two (3) years from January 1, 1996 to December 31, 1998.

IN WITNESS WHEREOF, the parties have hereunto fixed their hands and seals this day of _____, 199 .

VILLAGE OF OSSINING, NEW YORK

BY: 

OSSINING POLICEMEN'S BENEVOLENT ASSOCIATION

BY: 

President

Drug and Alcohol Policy

1. The use of illegal controlled substances or alcohol by employees adversely affects the Village's ability to safely deliver services, impairs the efficiency of the work force, endangers the safety of employees and the public, and undermines public trust. The Village and the Union, therefore, agree that the use, sale, distribution, or possession of illegal controlled substances by any employee is prohibited. The Village and the Union also agree that employees are prohibited from using, selling, distributing or being under the influence of alcohol while on duty. Employees in violation of this policy are subject to disciplinary action, up to and including discharge unless such occurred in the performance of duty in the course of an authorized assignment.
2. Unless otherwise noted, all discipline under this policy shall be in accordance with applicable provisions of the collective bargaining agreement, the Civil Service Law and the Unconsolidated Laws of the State of New York.
3. Based on reasonable suspicion of a violation of §1, members of the bargaining unit shall be subject to urinalysis testing for illegal controlled substance use or breathalyzer testing for alcohol use. Any employee who refuses to submit to testing or who refuses to cooperate with the testing procedures may be subject to discipline, including discharge. Attempts to alter or substitute the testing specimen will be deemed a refusal to take the test.
 - (a) The order to submit to testing must be justified by a reasonable suspicion of a violation of §1.
 - (b) While the "reasonable suspicion standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.
 - (c) Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulate facts and the logical inferences and deductions that can be drawn from those facts.
 - (d) Reasonable suspicion may be based, among other things, on the following:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of drugs or alcohol; or
2. A pattern of unusual or abnormal conduct or erratic behavior (e.g. unexplained excessive absenteeism, lateness, or early leaves).
3. Arrest or conviction for a drug-related offense, or the identification by law enforcement personnel of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; or
4. Information provided by a reliable and credible source; or
5. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test..

(e) Disputes concerning the matter of reasonable suspicion to order a test shall be subject to review by way of the contract grievance procedure or as part of the disciplinary hearing.. Such dispute may, at the Union's option, be incorporated with any proceeding filed concerning discipline resulting from such testing.

(f) The decision to test an employee shall be made by the Chief of Police, or in his absence, his designee, after consultation with the Village Manager and the Mayor, in accordance with the standards discussed above.

(g) It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and advised of his/her right to have a Union representative present for such testing, but the test shall not be delayed more than one (1) hour to accommodate the presence of a Union official, after the Union has been notified of such order. The test shall be conducted immediately thereafter. The employee shall be given a brief statement of the basis for reasonable suspicion prior to the testing. Notice to the Union shall be satisfied by speaking to the first of any of not more than 6 persons whose names and telephone numbers have been provided, in writing, by the Union to the Chief of Police or by telephoning each such number (leaving a message when possible) if no direct contact can be made..

(h) For purposes of reasonable suspicion only, where reasonable suspicion is based on information provided by a confidential informant, defined as an employee or agent of a governmental law enforcement agency or the employee's department, the identity of the source need not be disclosed at the time of the test, except for the name of the governmental law enforcement agency involved, if any.

(i) Notwithstanding the foregoing, not less than 24 hours prior to any hearing, the Union shall be provided with a written statement containing the facts upon which the Village will rely in sustaining its burden of demonstrating reasonable suspicion.

4. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the employee. There shall be no direct observation of giving of urine specimens, unless there is reason to believe that the specimen may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the specimen. The employee shall cooperate with requests for information concerning use of medications and acknowledgment of giving the specimen.

5. Specimens shall be collected the supervision of a monitor designated by the Village. The sample shall be divided into two (2) aliquots. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is produced, the employee's ability to have a second test performed may be adversely impacted. The monitor shall mark and seal the specimen to preserve its chain of custody. Thereafter, the specimen shall be transported to the testing laboratory in a manner which shall insure its integrity and identification of chain of custody. The laboratory selected to perform testing shall be certified by the National Institute on Drug Abuse (NIDA) of the Department of Health and Human Services. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the laboratory in accordance with recognized procedures for purposes hereinafter described.

6. For drug testing, initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry test (GC/MS). For those drugs for which NIDA standards exist, a test shall be deemed positive for the presence of drugs in accordance with such NIDA standards. The laboratory shall report as negative all specimens which are negative on either the initial test or the confirmatory test. Only specimen; which test positive on both the initial test and the confirmatory test shall be reported as positive. All tests conducted pursuant to this procedure will be paid for by the Village.

For alcohol testing, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Chief of Police. Such test results shall be given the same weight as provided under applicable provisions of the New York State Vehicle and Traffic Law.

8. Drug test results shall be forwarded from the testing laboratory to a Medical Review Officer (MRO) or the staff of the MRO. The MRO shall be designated by the Village and must be a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate test results. The Union will be notified of any change in the MRO.

9. The MRO shall analyze the test results. If the MRO receives a positive test result, he shall interview the individual in question, review the individual's medical history, and review other relevant biomedical information. The MRO will evaluate these factors to determine whether a justification exists for the positive test result. Evidence to justify a positive test result may include, but is not limited to, a valid prescription or verification from the individual's physician verifying a valid prescription. If the MRO determines that justification exists, the test result will be treated as a negative test result and may not be released for purposes of identifying illegal drug use. The MRO shall then forward all test results to the Chief of Police, the Village Manager and the Mayor.

10. Urine samples shall be maintained by the Village's designated laboratory in accordance with appropriate procedures for a period of six (6) months following the test.

11. After an employee receives notice from the Village of a positive test result, the employee may make a written request to the Chief of Police within fourteen (14) calendar days to have the second sample tested at a different laboratory duly licensed by NIDA. The employee shall be responsible for all costs related to transportation and testing and for the preservation of the chain of custody. The test results shall be delivered by the laboratory to the employee and Chief of Police, the Village Manager and the Mayor. Testing and positive results will be in accordance with paragraph 6 above.

12. In the event the test procedures or other competent evidence reveals a violation of §1 hereof, such employee may be subject to discipline, including discharge. However, in the first instance of such positive drug or alcohol test, any disciplinary charges may be suspended in the Villagers sole discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for such illegal controlled substance use or alcohol use in a program jointly agreed to by the Village and the Union. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the program, he or she shall be deemed to have resigned from employment. The employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty,

...at to periodic random testing for illegal controlled substances and/or alcohol, and that if
or she completes counseling and treatment but tests positive for illegal controlled
substances or alcohol during such one year period, the Village may re-institute the suspended
charges, in addition to preferring new charges. Upon completion of treatment, as outlined
above, and the one year period, the original disciplinary charges or penalty shall be considered
resolved. The record of such charges and their resolution (the charges, the answer, and the
stipulation) shall remain in employee's file unless the parties otherwise agree.